657; *Schuey* v. *Schaeffer,* 130 Pa. St. 16, 18 Atl. 544; *Union Pac. Ry.* v. *McAlpine,* 129 U. S. 305; contra: *Dean* v. *Cassiday,* 88 Ky. 572, 11 S. W. 601; *Washington* v. *Soria,* 73 Miss. 665, 19 South. 485, 55 Am. St. Rep. 555; *Pass* v. *Brooks,* 125 N. C. 129. In most of the states payment in money, services or otherwise of the whole or part of the purchase price is not a sufficient part performance. *Cooper* v. *Colson,* 66 N. J. Eq. 328; *Conlon* v. *Mission,* 39 Misc. (N. Y.) 215; *Weeks* v. *Lund,* 69 N. H. 78, 45 Atl. 49; contra: *Houston* v. *Townsend,* 1 Del. Ch. 416, 12 Am. Dec. 109; *Rawlins* v. *Shropshire,* 45 Ga. 182. Where, however, the services are of such a peculiar character that it is impossile to estimate their value by pecuniary standards, the performance of such services will authorize specific performance. *Svanburg* v. *Fosseen,* supra; *Rhodes* v. *Rhodes,* 3 Sandf. Ch. 279; *Brinton* v. *Van Cott,* 8 Utah 480, 33 Pac. 218; *Lothrop* v. *Marble,* 12 S. D. 511, 81 N. W. 885, 76 Am. St. Rep. 626. In the case of an informal adoption of a child and an oral promise to make it heir, a recovery for the pecuniary value of the services would be an inadequate remedy. *Weeks* v. *Lund,* supra; *Grantham* v. *Gossett,* 182 Mo. 651, 81 S. W. 895; *Peterson* v. *Bauer,* 83 Neb. 405, 119 N. W. 764; contra: *Grant* v. *Grant,* 63 Conn. 530, 29 Atl. 15, 38 Am. St. Rep. 379; *Dicken* v. *McKinley,* 163 Ill. 318, 54 Am. St. Rep. 471. The fact that recovery of payment for services is barred by the statute of limitations has been thought to be of controlling force when it was accompanied by circumstances not of themselves amounting to part performance. *Jorgenson* v. *Jorgenson,* 81 Minn. 428, 84 N. W. 221; *Cooper* v. *Monroe,* 77 Hun (N. Y.) 1, 28 N. Y. Supp. 222. By the weight of authority, a taking of possession or a taking of possession and making improvements in addition to payment is a sufficient part performance, *Burns* v. *Daggett,* 141 Mass. 368; *Wis. & Mich. Ry.* v. *McKenna,* 139 Mich. 43; *Workman* v. *Guthrie,* 29 Pa. St. 495, 72 Am. Dec. 654, and in a few of the states possession alone is sufficient. *Pindall* v. *Trevor,* 30 Ark. 249; *Wharton* v. *Stoutenburgh,* 35 N. J. Eq. 266.

STREET RAILROADS—LIABILITY TO PASSENGER FOR INJURY CAUSED BY OBSTRUCTION IN STREET.—D's charter as well as the general statutes, provided that it should keep all that part of the highway occupied by its tracks in safe and convenient shape for travelers and free from any obstruction, and upon a failure to do so, that it should be liable to anyone injured. P was a passenger on D's road, and was injured immediately after alighting from the street car by tripping over a disused spur-track which was almost totally hidden by grass and weeds. The jury found no contributory negligence on P's part. *Held,* that as D. had control, if not exclusive, of the point where the passenger was impliedly invited to alight, it was liable to P. for the consequences of a dangerous condition of its own making. *White* v. *Lewiston A. & W. St. Ry. Co.* (1910), — Maine —, 78 Atl. 473.

In *Mobile Light & R. R. Co.* v. *Walsh,* 146 Ala. 290, the court says that the law imposes upon the servants of a street railway company, the duty to know that the place where a car stops for a passenger to alight is a reasonably safe place, and that the passenger has a right to assume that such is the case, unless it is obviously dangerous. The rule would seem to be too broad

in its scope, and a better statement of it would be that the plaintiff can recover if the defendant failed to take reasonable precautions to see that the place provided for the passenger's alighting was a safe one for that purpose. *Foley* v. *Brunswick Traction Co.*, 66 N. J. L. 637; *Leveret* v. *Shreveport Belt R. R. Co.*, 110 La. 399; *Richmond City R. Co.* v. *Scott*, 86 Va. 902. Even if a traction company is under no direct obligation to repair and keep the streets in which its tracks are laid in a safe condition, still it must exercise proper care and not stop its cars at places where it is not safe for a passenger to alight. *Leveret* v. *Shreveport Belt R. Co.*, supra; *Stewart* v. *St. Paul City R. Co.*, 78 Minn. 85. In the principal case, the court does not consider whether D. used proper care or not in selecting a place for the passenger to alight, since the railway company has been found guilty of a breach of a statutory duty to keep the streets safe, of which the injury was the direct result.

WATERS AND WATER COURSES—APPLIANCES—WATER COMPANY'S LIABILITY.—Action against a water company, to recover damages for injury sustained by plaintiff's tripping over the end of an iron pipe which protruded five inches above the surface of a path in the sidewalk space. Plaintiff claims that the water company owed to pedestrians the duty to keep the path free from obstructions by way of defective water appliances. The water company maintains that the pipe in question belonged to and was under the control of the property owner, who alone is chargeable in law with the duty of keeping it in repair. Under authority of a city ordinance, defendant company compelled the water consumer to pay all the expenses of conducting the water from the street main to his premises. *Held*, that since the property owner had installed the service pipe, meter, etc., those appliances belong to him as appurtenances to his realty; it is a fair regulation to compel each consumer to pay such expenses; and as between the property owner and the water company, the burden is on the property owner to keep such appliances in repair. *Fisher* v. *St. Joseph Water Co.* (1910), — Mo. App. —, 132 S. W. 288.

The authorities are in conflict on the proposition whether or not it is a reasonable regulation to impose on the consumer the burden of making connection between his premises and the street main. The principal case holds with *State* v. *Gosnell*, 116 Wis. 606, 93 N. W. 542, 61 L. R. A. 33, in following the English rule laid down in the Court of Appeal in 1882, *Sheffield Waterworks Co.* v. *Bingham*, L. R. 25 Ch. Div. 443. The English court says "The consumer is the only person who must measure the water. He is, indeed, the only person who can measure it, because the company do not know either at what time, or under what circumstances, or in what quantity he may be minded at any moment to take the water for the use of the bath;—every consumer is bound to measure the water which he takes, and to keep a record of it, and to inform the company how much he has taken and how much he is liable to pay for." The consumer must pay in the long run; it is only fair that each consumer should pay the construction expenses relating exclusively to his own service. Since it was reasonable to compel the consumer to install